

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:	)	Chapter 11
	)	
W. R. GRACE & CO., et al.,	)	Case No. 01-01139 (JKF)
	)	(Jointly Administered)
Debtors.	)	
	)	Re: Docket No. 26367
	)	

---

**STIPULATION REGARDING CURE PURSUANT TO  
SECTION 9.1.2 OF THE JOINT PLAN OF REORGANIZATION**

This Stipulation is made this 24<sup>th</sup> day of March, 2011, between W. R. Grace & Co., et al. (the “Debtors”), and Beaco Road Site PRP Group (by its members HNA Holdings, Inc., Schneider Electric, Inc., & Akzo Nobel, Inc.) (collectively “Claimant”) whereby the parties state and agree as follows:

1. On February 21, 2011, the Debtors filed their *Notice Regarding Cure Exhibit Pursuant to Section 9.1.2 of the Joint Plan of Reorganization* (the “Cure Notice”) (Docket No. 26367).
2. The Debtors have served the Cure Notice, pursuant to section 9.1.2 of the Joint Plan of Reorganization<sup>1</sup>, on each non-Debtor party who may have or may allege to have an executory contract or unexpired lease being assumed pursuant to the Joint Plan of Reorganization in lieu of the Cure Exhibit called for therein.
3. As part of the “Sixteenth Claim Settlement Notice,” filed on or about August 27, 2008, the Debtors and the Claimant resolved a Proof of Claim filed by Claimant based upon the

---

<sup>1</sup> Capitalized terms not defined herein shall have the meaning ascribed to them in the *First Amended Joint Plan of Reorganization* in these Chapter 11 Cases, as amended, Docket nos. 19579, 20666, 20872, 20873, 21594, 24657, 25881 & 26368 (the “Joint Plan of Reorganization”).

obligations contained in an agreement known as the “Beaco Road Site PRP Group Agreement.” The parties agreed, amongst other things, to “allow” the Proof of Claim filed by the Claimant in the amount of \$660,086, to be paid “in the same manner as all other similarly situated claims, pursuant to the Debtors [sic.] Plan, without any further obligation of Claimant to submit invoices or other documentation for the costs of the work....”

4. By this Stipulation, the parties agree that Claimant has already complied with the terms of section 9.1.1 and 9.1.2 of the Joint Plan of Reorganization, to the extent applicable to Claimant, by proceeding as outlined in paragraph 3 above with respect to its claim for cure, if any, and that, therefore, Claimant need not file anything further pursuant to the Joint Plan of Reorganization or the Cure Notice to preserve its rights and the deadlines set forth in the Cure Notice have all been met. The Debtors rights regarding the Cure Notice, and Proof of Claim are likewise preserved.

Dated: March 24, 2011


KIRKLAND & ELLIS LLP

John Donley  
Adam Paul  
300 North LaSalle  
Chicago, IL 60654  
Telephone: (312) 862-2000  
Facsimile: (312) 862-2200


and

BAER HIGGINS FRUCHTMAN LLC  
Janet S. Baer  
111 East Wacker Drive, Suite 2800  
Chicago, IL 60601  
Telephone: (312) 836-4022  
Facsimile: (312) 577-0737

and

  
PACHULSKI, STANG, ZIEHL & JONES-LLP  
James E. O'Neill (Bar No. 4042)  
Timothy Cairns (Bar No. 4228)  
919 North Market Street, 16th Floor  
P.O. Box 8705  
Wilmington, DE 19899-8705  
(Courier 19801)  
Telephone: (302) 652-4100  
Facsimile: (302) 652-4400

*Counsel for the Debtors and Debtors in Possession*

  
McCARTER & ENGLISH, LLP  
William F. Taylor, Jr. (Bar No. 2936)  
405 N. King Street, 8<sup>th</sup> Floor  
Wilmington, DE 19801  
302.984.6300

Counsel for Beaco Road Site PRP Group